

AGREEMENT BETWEEN

BELVIDERE CUSD 100

AND

**BELVIDERE EDUCATIONAL SUPPORT
TEAM (BEST), IEA-NEA**

2018-2023

AGREEMENT

This Agreement is entered into this 19th day of November, 2018, by and between Community Unit School District #100 (hereinafter referred to as the District) and the Belvidere Educational Support Team (hereinafter referred to as Association).

PREAMBLE

Accordingly, it is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to the rates of pay, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the District's schools; to maintain the highest standards of personal and professional integrity and conduct at all times; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE 1
RECOGNITION

Section 1.1. Recognition. The Board recognizes Association as the sole and exclusive bargaining representative for all regularly employed full-time and part-time paraprofessionals, to include: program assistants, bilingual tutors, computer lab aides, teacher aides, Title I aides, library clerks, and all K-12 monitors (including suspension monitors and hall monitors), but specifically excluding all administrators (including the Director of Special Education, the Director of Bilingual Education and Director of Grants), licensed/certificated employees represented by the Belvidere Education Association, bus drivers, maintenance employees, clerical employees, parking lot monitors, special education job coaches, non-certified nurses/health aides, noon hour aides, bus/transportation aides, crossing guards, on-call interpreters, District computer technicians, and all managerial, supervisory, confidential, substitute employees, short-term employees, as defined by the Illinois Educational Labor Relations Act, as amended, and all other employees.

ARTICLE 2

NONDISCRIMINATION

Section 2.1. Generally. Neither the Board nor the Association shall discriminate against employees because of membership or non-membership in the Association or because of participation or non-participation in Association activities.

Section 2.2. Americans with Disabilities Act. Notwithstanding any other provisions of this Agreement, the parties agree that the District may take whatever reasonable steps are needed to comply with the provisions of the Americans with Disabilities Act.

ARTICLE 3

ASSOCIATION RIGHTS

Section 3.1. Use of District Facilities for Association Meetings. The Association may, by pre-arrangement with the building principal, use a multi-purpose room or other suitable facility for Association meetings. Such meetings shall be held at reasonable hours and limited to such times as do not conflict with the use of the facility for school purposes. When custodial service is required, the District may require the Association to reimburse the District for such service.

Section 3.2. Use of District Equipment and Materials. The District will designate certain items of school equipment for use by the Association for Association business. Such use, however, shall be pre-scheduled so as to be outside the basic school day, shall be by pre-arrangement with the building principal, and shall be done outside the work hours of the employee using the school equipment. Such use shall in no case take precedence over school needs. Any materials used and costs incurred shall be reimbursed by the Association.

Section 3.3. Access to District Premises. Duly authorized Association representatives, upon notifying the school office, may meet with bargaining unit employees in the school building during duty free times of such bargaining unit employees.

Section 3.4. Distribution of Contract. The District will post the Agreement on the District's website (www.district100.com) for employee access.

Section 3.5. New Personnel. The District shall provide the names, addresses, phone numbers and date of hire of newly hired employees covered by this Agreement within ten (10) business days of their employment by the Board. In addition, the District shall provide names, addresses, phone numbers, and date of termination/resignation of any employee covered by this Agreement within ten (10) business days of action taken by the Board. This information shall be provided to the Association President and Membership Chairperson.

Section 3.6. Board Meetings. All Board of Education notice of meetings will be accessible through the District's website (www.district100.com) on BoardDocs. The President of the Association shall be notified by email of any cancellations, postponements, or special meetings of the Board of Education at least forty-eight (48) hours prior to the scheduled time of the meeting.

Section 3.7. Board Minutes. The Association shall be provided with a copy of the Minutes of regular and special meetings of the Board of Education after said Minutes have been officially approved by the Board via BoardDocs.

Section 3.8. Dues Checkoff. During the term of this Agreement the District will deduct from each employee's biweekly paycheck the regular Association dues for each employee in the bargaining unit for whom a lawfully written authorization has been submitted to the District.

The Association shall indemnify and hold harmless the District, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the District for the purpose of complying with the provisions of this Section or in reliance on any written checkoff authorization furnished under any of such provisions.

JANUS v. AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, COUNCIL 31, ET AL. OVERTURNED FAIR SHARE. THIS LANGUAGE HAS BEEN LEFT WITH STRIKETHROUGHS IN CASE JANUS IS OVERTURNED IN THE FUTURE.

~~Section 3.9. Fair Share. During the term of this Agreement, employees who are not members of the Association shall commencing sixty (60) days after their employment or sixty (60) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Association for collective bargaining and contract administration services rendered by the Association as the exclusive representative of the employees covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the Belvidere Education Support Team (including the Illinois Education Association and the National Education Association). Such fair share fees shall be deducted by the Board from the earnings of non-members and remitted to the Association. The Association shall annually submit to the Board a list of the employees covered by this Agreement who are not members of the Association and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for member-only benefit.~~

~~Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Association. If the affected non-member and the Association are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board and the payment shall be made to said organization.~~

~~The Association shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions. The Board shall promptly notify the Association if there is any lawsuit or other legal challenge to the provisions of this Article and the Association, upon such notice being given, shall have the right to designate legal counsel to defend such action; provided, however, the Board shall have the right to designate its own legal counsel in any such legal proceedings, subject to the approval of the Association, which approval shall not be unreasonably withheld, if such designation becomes necessary to protect its own interests, with the understanding that these indemnification provisions shall cover the cost of such representation.~~

Section 3.910. Association Leave. The Association shall be authorized to use up to ten (10) days non-accumulative leave in aggregate in any one school year (July 1 to June 30) without loss of pay. Additional days may be granted by the Board upon written request. A written notification of such leave shall be submitted to the Superintendent or designee at least five (5) working days prior to the requested day or days of leave, provided that the Superintendent or designee may, in his sole discretion, waive this requirement. Any requests to use Association leave shall be submitted by the Association President.

ARTICLE 4

EMPLOYEE RIGHTS

Section 4.1. Right to Representative. If an employee is required to attend a meeting or conference at which it is contemplated that disciplinary action against the employee might be taken (i.e., suspension without pay or termination), the employee shall have the right to request to have an Association representative at such conference.

Section 4.2 Just Cause Discipline. No non-probationary employee shall be disciplined, suspended, or discharged except for just cause. The District agrees to follow the principle of progressive discipline, with the understanding, however, that the gravity or seriousness of a given incident (e.g., gross insubordination) may justify immediate discharge without any prior progressive discipline.

Nothing in this Section shall be applicable to any action by the District to terminate the employment of any employee who has been convicted for committing or attempting to commit any one or more of the offenses specified in the Illinois School Code (105 ILCS 5/10-21.9). The only issue that may be submitted to the grievance and arbitration procedure is whether the employee was, in fact, convicted for committing or attempting to commit any or more of the offenses specified in the Illinois School Code (105 ILCS 5/10-21.9).

Section 4.3. Evaluations. An evaluation of Association's members must be completed no later than April 15th of each school year. A consistent evaluation form will be used throughout the district for all Association members. All BEST members will be given a copy of the evaluation plan within the first 10 days of the school year. Each building principal or building principal designee (APs/evaluators) will review the evaluation document with each BEST member within the first 30 days of the school year so that expectations for performance are communicated. Employees will receive a copy of their completed evaluation at the beginning of their evaluation conference. If the evaluation is not completed by April 15th of each year, the evaluation should indicate at least proficient..

If the evaluator determines that there are issues or potential issues with a BEST member's job performance, the evaluator must complete a first evaluation during the first semester. This will ensure that the BEST member is aware of any deficiencies in job performance allowing sufficient time for the remediation process. If any issues or potential issues with the BEST member's job performance do not present themselves until the 2nd semester, then the evaluator should complete an evaluation as soon as the concern/deficiency arises. For any BEST member to be considered for termination, a minimum of two evaluations must be completed. A remediation plan must also be completed between evaluations to allow the BEST member a chance to remediate the area(s) of deficiency.

Any BEST member who receives a 1 in any category will be placed on a remediation plan to address the area(s) of deficiency within 5 work days of the evaluation. The remediation process will last for a period of 30 work days. At the end of the 30 day remediation period, the evaluator will complete a 2nd evaluation within 5 work days. If the rating has not improved and the staff member is still rated a 1 in

any of the area(s) of deficiency addressed in the remediation plan, with documentation of continued deficiencies, the staff member will be recommended for termination.

Any BEST member who receives a 2 in any category will be placed on a remediation plan to address the area(s) of deficiency within 5 work days of the evaluation. The remediation process will last for a period of 30 work days. At the end of the 30 day remediation period, the evaluator will complete a 2nd evaluation within 5 work days. If the rating has not improved and the staff member is still rated a 2 in any of the area(s) of deficiency addressed in the remediation plan, with documentation of continued deficiencies, the staff member could be recommended for termination. If deemed appropriate by the evaluator, the remediation period can be extended for an additional 15 work days at which point a 3rd evaluation would be completed within 5 work days. If the staff member is still rated a 2 in any of the area(s) of deficiency addressed in the remediation plan, with documentation of continued deficiencies, then the staff member could be recommended for termination.

Section 4.4. Employee Assignments. All regularly employed employees shall be given written notice of their assignment for the forthcoming school year at least fifteen (15) calendar days prior to the first day of work. In the event changes in such assignments are proposed, the employees affected shall be notified in writing and shall be given the opportunity to meet with the designee of the District, and upon request, an Association member to review the reasons(s) for the change of assignment. The District shall provide the Association with a copy of all BEST employee assignments upon request within two (2) business days.

ARTICLE 5

GRIEVANCE AND ARBITRATION PROCEDURE

Section 5.1 Definition of Grievance. For the purposes of this Agreement, the term grievance shall mean a dispute or difference of opinion raised by one or more employees or the Association against the District involving the meaning, interpretation, or application of the express provisions of this Agreement. The term “days” as used in this Article shall mean days when the District’s Central Office is open.

Section 5.2 Grievance Procedure. The parties acknowledge that it is most desirable for an employee and the employee’s immediately involved supervisor to resolve problems through free and normal communications. If, however, the informal process fails to satisfy the employee, a grievance may be processed as follows:

- STEP 1:** **Informal Discussion – Building Level.** Any grievant who has an alleged grievance as defined in this Article may discuss such grievance with the immediate supervisor as designated by the District. If the alleged grievance is not submitted within twenty (20) days after grievant had knowledge of the act or condition which is the basis of the alleged grievance, it shall not be considered actionable.
- STEP 2:** **Written Grievance – Building Level.** If the grievant is not satisfied with the decision rendered at Step 1, the grievant may appeal the grievance in writing to the immediate supervisor as designated by the District. Failure to file such appeal within ten (10) days from the date of the discussion with the immediate supervisor at Step 1 shall be deemed a waiver of the right of appeal. The written grievance shall contain a concise statement of the facts upon which the alleged grievance is based and a reference to the specific provision of the agreement allegedly violated, misinterpreted or misapplied. The appropriate Supervisor’s written answer shall be given within ten (10) days after receipt of the appeal. Both the grievant and the Association shall receive copies of said answer.
- STEP 3:** **Written Appeal – Superintendent Level.** If the grievant is not satisfied with the decision as rendered in Step 2, the grievant may submit a written appeal to the Superintendent of Schools or his designated representative. Failure to file such appeal within ten (10) days from receipt of the appropriate Supervisor’s written answer at Step 2 shall be deemed a waiver of the right to appeal. A meeting, if requested, shall be conducted by the Superintendent and action shall be taken on the appeal of the alleged grievance within ten (10) days after receipt of the appeal or ten (10) days after the meeting if one if requested. The action taken and the

reasons for the action shall be reduced to writing and copies sent to the grievant and the Association.

A grievance may, by mutual agreement between the Association and the Superintendent, be presented initially at Step 3.

Section 5.3. Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Association may refer the grievance within ten (10) days after final disposition by the Superintendent to arbitration by notice in writing delivered to the Superintendent. With such appeal, the Association shall include the names of five (5) suggested arbitrators. The District will either accept one of the arbitrators suggested by the Association or, within five (5) days, will send a list of five (5) suggested arbitrators to the Association. If by the end of five (5) days after the submission of the District's list, the Association has not accepted one of these as the arbitrator, then promptly the parties shall jointly request the American Arbitration Association to submit to them a list of five (5) arbitrators' names and qualifications. Either party may (1) reject one list in its entirety and request that another list be submitted, and/or (2) request that the list provided by the American Arbitration Association include only arbitrators who are members of the National Academy of Arbitrators. From such list, the Association shall strike one (1) name and the District shall then strike one (1) name, and alternately thereafter until one name remains. The person whose name remains shall be the arbitrator. The arbitrator selected (whether agreed upon or selected from the AAA panel) shall be jointly notified of his selection and requested to contact the parties with respect to setting up a time for a hearing.

Section 5.4. Authority of Arbitrator. The arbitrator's decision shall be binding upon the Board, the Association, and the grievant. The arbitrator shall not, however, have the power to add to or subtract from, alter or modify in any manner any of the terms of this agreement. Any grievance appealed to arbitration and on which the arbitrator determines he has no jurisdiction or power to rule, shall be referred back to the parties without decision or recommendation and the Superintendent's disposition as determined under Step 3 of the grievance procedure shall then be final.

Section 5.5. Expenses of Arbitration. Each of the parties to the arbitration proceeding shall bear the expense of its own representative and witnesses and the fees and expense of the impartial arbitrator shall be divided equally between the parties.

Section 5.6 Representation. "Representation by the Association" for purposes of the foregoing grievance procedure, shall be limited, generally, to representation by one (1) Association member-representative and shall, in no case, exceed representation by three (3) persons. Upon request, employees shall be entitled to such representation at all levels of the grievance procedure, including the informal step.

Grievances shall, in all instances, be handled promptly and expeditiously, as previously set forth, but shall be handled and meetings scheduled so as to avoid interference with the assigned duties of any of the participants.

Section 5.7. Miscellaneous. No member of the bargaining unit shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this

Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the District unless and until the District has agreed thereto in writing.

Notwithstanding any other provision of this Agreement, no action or inaction on the part of any District employee who is represented by an affiliate of the IEA/NEA shall constitute and/or be the basis for a grievance under this Agreement. Accordingly, the District shall not be liable under any provision of this agreement as a result of any action or inaction on the part of any District employee who is represented by an affiliate of the IEA/NEA.

ARTICLE 6

NON-INTERRUPTION OF WORK

Section 6.1. No Work Stoppages. Neither the Association nor any of its officers or any of the employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, concerted stoppage of work, sympathy strike or any other intentional disruption whatsoever of the operation of the District regardless of the reason for so doing during the term of this Agreement. The District agrees it will not bring any action for damages against the Association for any strike, concerted stoppage of work, sympathy strike or any other intentional disruption whatsoever of the operation of the District which the Association does not instigate, promote, sponsor, engage in, or condone.

Section 6.2. No Lockouts. The Board agrees that it will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Association.

ARTICLE 7

HOURS OF WORK AND OVERTIME

Section 7.1. Application of Article. This Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week, or per year.

Section 7.2. Normal Work Day, Week and Year for Full-Time Employees. The normal workday for full-time employees shall be seven (7) hours and the normal workweek for full-time employees shall consist of 7-hour work days Monday through Friday that coincide with pupil attendance days. For payroll purposes, the employee's work week shall commence at 12:01 a.m. Sunday and running through Saturday midnight. The normal annual work year for full-time employees shall be the regular school calendar requiring student attendance plus two (2) additional days.

Section 7.3. Changes in Normal Workday or Normal Work Week. Should it be necessary in the District's judgment to establish schedules departing from the normal work day or the normal work week, or to change the shift schedule of any employee or employees, the District will give, if practicable, at least 24 hours advance notice of such change to all employees affected by such change.

Section 7.4. Overtime Pay. An employee shall be paid time and one-half times his regular straight-time hourly rate of pay for all hours actually worked in excess of 40 hours in the employee's normal work week.

Section 7.5. Rest Period. Each employee shall receive one fifteen (15) minute break he/she is scheduled to work six (6) or more hours per day. Break times shall be scheduled by the supervising teacher/immediate supervisor at a reasonable time that is least disruptive to the program.

Section 7.6. Lunch Period. An unpaid lunch period of at least one-half hour shall be provided to all bargaining unit employees scheduled to work six (6) or more hours per day. Every effort will be made to have the lunch period be scheduled at a reasonable time that is least disruptive to the program and during a time when school food service is available.

Section 7.7. Additional Work Time. If an employee works any additional time beyond their regularly scheduled work day, or in lieu of missing a scheduled lunch period, due to extenuating circumstances (eg: field trip, late bus, emergency response), the employee is entitled to compensation at the employee's current rate of pay for "authorized" work only. When situations exist that warrant additional compensation, the employee must fill out the appropriate paperwork (see APPENDIX B), receive proper approval for such and submit all documentation within the time frame permitted. There will be no provisions for "flex time."

Section 7.8. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

ARTICLE 8

SENIORITY

Section 8.1. Definition of Seniority. Seniority for all Classifications is defined as the length of continuous service of an employee for the School District since the employee's most recent date of hire defined as the first day in paid status. Seniority will be credited from date of hire for those employees successfully completing the probationary period. If there is a tie in seniority between two or more such employees (i.e, two or more employees having the same length of continuous service), the date on the application for employment shall control as the tie-breaker.

Section 8.2. Termination of Seniority. Seniority is lost if the employee:

- (a) Quits or resigns;
- (b) is discharged for just cause;
- (c) retires;
- (d) is absent for three (3) consecutive days without notifying the employer;
- (e) is laid off for longer than the applicable recall period; or
- (f) declines recall to former job category.

Section 8.3. Layoffs. If the Board decides to decrease the number of employees in any classification covered by this Agreement, the resulting layoff shall be effectuated first by laying off sub-status employees; second by laying off any probationary employees within the affected classification; and then on the basis of seniority with the affected classifications (i.e., the least senior employee in the classification shall be laid off first). Any employee laid off from an affected classification shall have the right to bump a less senior employee in the same classification.

Section 8.4. Recall Period. The recall period shall be consistent with provisions of the School Code as outlined in ILCS 105 5/10-23.5. Notification of recall shall be by certified mail to the employee's last known address as shown on the District's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the responsibility of the employee to keep his/her address current by providing the Human Resources Office with the necessary information. If the employee does not respond to such notification of recall by notifying the District of the decision to accept or decline the position within ten (10) business days of the receipt of the letter by the District to the employee's last known address, the employee's right to recall shall be dismissed. In addition, the District shall notify the Association of any recall notices within ten (10) business days of action taken by the Board.

Section 8.5. Effects of Layoff. In addition to the other applicable provisions of this Article, the following provisions shall be applicable to bargaining unit members who are laid off:

- (a) Any employee who is laid off shall be paid all earned compensation on or before the tenth business day following his or her last day of employment.
- (b) Upon being recalled pursuant to the provisions of this Article, the accumulated and unused sick leave days that the employee had at the time of his/her layoff shall be restored. No credit shall be granted for purposes of advancement on the salary schedule for the period of the layoff.
- (c) During the period of time that the employee has recall rights, the employee shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desired, for family coverage.
- (d) While the seniority of an employee who is laid off shall not be terminated if the employee is recalled under the provisions of this Article, seniority credit shall not accrue during the period of the layoff.

Section 8.6. Effect of Consolidation or Elimination of Classifications. If employees are displaced by the elimination of classifications, the consolidation of classifications (combining the duties of two or more classifications and/or parts of two or more classifications), the installation of new equipment, methods or facilities, or for any other reason, they shall have the right to transfer to any existing bargaining unit vacancy which the District is seeking to fill if it is determined that they have the necessary skills, abilities and qualifications for such vacancy. If there are no such vacancies, the employee shall be laid off in accordance with the provisions of Section 8.3 above and shall have the right to recall in accordance with the provisions of Section 8.4 above. If two or more employees are displaced at the same time and they seek to transfer to the same vacancy, which the District is seeking to fill, seniority shall govern if they are determined to have the current ability and basic qualifications to perform the work in the position in question.

Section 8.7. Vacancies and Transfers.

- (a) **Vacancies.** The Board will post notice of any vacancy which occurs in the bargaining unit in the Central Office, district attendance centers, and through District e-mails. Permanent positions that come open during the school year shall be posted and filled as quickly as possible with any eligible candidate. To be considered for any posted position, an employee must have a completed Request for Transfer form on file within five (5) school/work days of the time of posting. As used herein, vacancy will mean a regular full-time or regular part-time position that has been newly created or that becomes vacant because the employee holding that position has left that position.
- (b) **Voluntary Transfers.** Employees will be given an opportunity to request transfer to vacancies that become open at any time during the calendar year. A request for transfer will follow current district procedures. All qualified bargaining unit employees who apply for such posted vacancies by the date specified in the posting shall be granted an interview.

- (c) Involuntary Transfers. Any employee who is to be involuntarily transferred will be given an opportunity upon request to meet with the Superintendent or designee to review the reason(s) for such transfer.

Section 8.8. Seniority of Persons Transferred Out of and Back into the Bargaining Unit. Employees who are promoted or transferred by the District to positions excluded from the bargaining unit and who are later transferred back to the bargaining unit by the District shall have a seniority date computed on the basis of the period of time previously served in position(s) included in the bargaining unit. An employee who transfers back to the bargaining unit by the District shall be given credit for step placement and longevity for the years of service in a position that is included in the bargaining unit.

Section 8.9. Seniority List. On or before February 1 of each year the District shall distribute to the Association a seniority list for bargaining unit employees by classification showing their accumulated seniority credit, calculated in accordance with the provisions of this Article. If the Association or any employee believes there is an error in the seniority list, it should be brought to the attention of the Superintendent within two (2) weeks after the seniority list is distributed.

Section 8.10. Probationary Period. The probationary period for employees shall be six (6) months. During an employee's probationary period the employee may be suspended, laid off, or terminated at the sole discretion of the District. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his/her last date of hire with the District in a position covered by this Agreement.

ARTICLE 9

PAID LEAVES OF ABSENCE

Section 9.1. Paid Leave. Employees eligible for IMRF will be allowed up to twelve (12) paid leave days at full pay for each school year worked. Employees who have worked less than one (1) full school year will accrue paid leave on a pro-rated basis, based on the number of days left in the school year and taking into account the number of hours worked each day. Paid leave days may not be used for any time off for which the employee receives remuneration from another source. Said paid leave at full pay, or any portion thereof, may, if unused, be accumulated as “sick leave balance” from year to year to a total of 260 days. Example: An employee with 260 accumulated leave days at the end of the school year shall be credited with an additional 12 paid leave days at the start of the next school year, with the understanding that the maximum number of accumulated paid leave days at the end of said school year shall not exceed 260, regardless of whether the employee uses any of said 12 paid leave days.

A note from a doctor or other acceptable documentation shall be required in any situation (e.g. sick, serious illness, death in immediate family, household or friend, etc.) where more than three (3) consecutive days are used at any given time. Except as provided in paragraph 13.10, paid leave days are not to be used for vacation or to extend already scheduled long weekends or school term breaks. Unless extraordinary reasons are presented and approved in advance by Assistant Superintendent of Human Resources, no unpaid time off shall be granted.

Further, unless extraordinary reasons are presented and approved in advance by Assistant Superintendent of Human Resources, no employee shall be granted a paid leave day on the last school day before and the first school day after any holiday or holiday period when school is not scheduled pursuant to the calendar adopted by the Board, during the first week of school, or during the last week of school (except for a high school or college graduation of a member of the immediate family or to attend a funeral).

An employee who has exhausted all paid leave days in any given year may use any unused accumulated “sick leave balance” day(s) to reflect absences for documented personal illness or quarantine at home, or serious illness or death in the immediate family or household only. The “immediate family or household” shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

Section 9.2. Caregiver Leave. At the sole discretion of the Board, an employee may be granted caregiver leave without pay for up to one (1) full year. An employee returning from caregiver leave shall be placed in a comparable position.

Notice of desire to return to work when taking a full year off pursuant to this section must be given ninety (90) days prior to the termination of the leave. Failure to supply the written notice of desire to return from leave within the specified time limits shall be treated as a violation of the provisions of

the Agreement, and the employee shall be considered as having waived all rights to continued employment and reinstatement.

Section 9.3. Jury Leave. Any employee who serves on a court jury or appears in response to a subpoena as a witness in a court trial in which the employee is not a party, when he/she otherwise would have been scheduled to work, shall be paid for the regular straight-time hours he/she would have worked but for such service. The employee shall remit to the District any fees which he/she receives for such service.

Section 9.4. Insurance Coverage During Unpaid Leave. If the District at its sole discretion grants an employee an unpaid leave, said employee shall have the right to maintain insurance coverage by paying each full applicable monthly premium in advance.

Section 9.5. Family and Medical Leave Act of 1993. In order to be in compliance with the Family and Medical Leave Act of 1993, the parties agree that the District may adopt policies to implement the Family and Medical Leave Act of 1993 that are in accord with what is legally permissible under the Act.

ARTICLE 10

HOLIDAYS

Section 10.1. Designation of Holidays. The following days shall be considered paid holidays during the term of this Agreement for full-time employees:

New Year's Day
Martin Luther King Holiday
Lincoln's Birthday or President's Day *A
Casimir Pulaski's Birthday*
Good Friday*
Memorial Day*
Labor Day*
Columbus Day*
Veteran's Day*
Wednesday before Thanksgiving*
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Notwithstanding the foregoing, the holidays marked with an asterisk (*) will only be considered as holidays if they are included on the school calendar officially adopted by the Board of Education each school year as days of non-attendance for students.

Section 10.2. Eligibility Requirements. In order to be eligible for holiday pay, an employee must work in the week in which the holiday falls and must work his/her full scheduled working day immediately preceding and immediately following the holiday unless proof of sickness or excusable absence is established to the satisfaction of the employee's supervisor.

ARTICLE 11

WAGES AND COMPENSATION

Section 11.1. Hourly Rates of Pay. A newly hired employee shall be paid the base hourly rate plus any enhancements that apply to him/her set out herein. The starting base hourly rates covered by this Agreement are set forth in Appendix A. All existing employees shall receive the base annual hourly increase each year and a percentage increase as follows: 18-19 school year, 4.10%, 19-20 school year, 4.00%, 20-21 school year, 3.80% and 21-22 school year, 3.80%. There shall be no percentage increase during the following school year for any new hire after January 31st of the current school year.

Section 11.2. Enhancements. The employee shall be paid the following enhancements if they meet the requirements:

- (a) **Job Duty** - An employee who regularly performs one of the following job duties shall be paid an additional \$1.50 per hour. The job duties that this applies to are: special education low incidence paraprofessionals, early childhood/pre-kindergarten paraprofessionals, bilingual paraprofessionals, Title I paraprofessionals, library clerks and computer assistants.
- (b) **Level I Tech** - An employee who regularly performs Level I Tech duties shall be paid an additional \$2.00 per hour.

Section 11.3. Longevity. An employee that has experience in a position covered by the BEST union shall be paid the additional hourly rate set out below.

Employees with an anniversary date falling between July 1st and December 31st shall receive the longevity enhancement at the start of the school year. Employees with an anniversary date falling between January 1st and June 30th shall receive the longevity enhancement beginning with the first paycheck in January of the respective school year.

<u>Years of Experience</u>	<u>Hourly Longevity</u>
5 years – 9 years	\$0.50
10 years – 14 years	additional \$0.25 (\$0.75 in total)
15 years – 19 years	additional \$0.25 (\$1.00 in total)
20 years - 24 years	additional \$0.25 (\$1.25 in total)
25 years or more	additional \$0.25 (\$1.50 in total)

Section 11.4. Pay Day and Paychecks. There shall be an option for 21 or 26 pay periods each year. The selection for the 21 or 26 pay period payment option shall be made on the "Intent to Return" form for returning employees and shall be effective for the entire school year. New employees shall be given the option for the 21 or 26 pay periods upon hire. Pay periods begin in August/September and end in the following May/June if 21 pays are selected and the following August/September if 26 pays are selected. Absent unforeseen circumstances (e.g., a computer breakdown), earned pay will be available no later than

12:00 noon on paydays during the school year and will be mailed, during the summer months. if applicable, on paydays when school is not in session.

Section 11.5. Retirement Incentive. Employees who retire pursuant to the Illinois Municipal Retirement Fund (I.M.R.F.), who are vested, and who notify the Assistant Superintendent of Human Resources on or before March 31st of their final school year of service of the decision to retire will receive the following benefit:

1. The District will pay each employee who meets the eligibility requirements, a one-time salary stipend of \$300.00 per year for each school year of District service to a maximum of \$7,500, to be paid with the employee's last paycheck of their final year. Partial years shall be calculated in terms of the actual number of days worked during the school year divided by the total number of days in that school year.

Section 11.6. In-Service Training. If an employee is required to attend any informational or in-service training outside the employee's normal workday, the employee shall be paid at their current hourly rate of pay. If an employee wishes to attend any informational or in-service training voluntarily outside the employee's normal workday, provided prior written approval is granted by their direct supervisor/building principal and Human Resources, the employee shall be paid at their current hourly rate of pay.

ARTICLE 12

INSURANCE

Section 12.1. Hospitalization and Major Medical Insurance. The District will continue to provide hospitalization and major medical insurance coverage for each full-time employee. Payroll deductions assistance for individual coverage beyond that provided by the District will be extended to each employee upon request.

The District retains the right to change insurance carriers, plan design, and coverage provided the level of benefits available to all employee groups shall remain substantially the same as the carrier coverage that BEA, BASS and BESSA have in their contracts.

Section 12.2. Group Term Life Insurance. The District will provide group term life insurance coverage for each full-time employee in the amount of the employee's base salary rounded to the nearest \$1,000 or \$25,000, whichever is greater.

Section 12.3. Dental Insurance. The District will provide dental coverage for each full-time employee. The District retains the right to change insurance carriers, plan design, and coverage provided the level of benefits available to all employee groups shall remain substantially the same.

Section 12.4. District Insurance Committee. The Association shall have a right to an Association representative on the District Insurance Committee.

Section 12.5. District Insurance Benefit Reciprocity. In recognition of the desirability of maintaining a uniform policy District-wide with respect to insurance benefits and notwithstanding the foregoing provisions contained in this Article, the parties agree that if the Board desires to make any changes, modifications, or improvements with respect to any of the insurance benefits or payment arrangements set forth in this Article that are applicable to substantially all other District employees, then such changes, modifications, or improvements shall likewise be applicable to the employees covered by this Agreement on the same terms and on the same date that they are applicable to substantially all other District employees.

The district will adjust wages of those employees with single/spouse, single/children, and family coverage to recoup net loss in earning from changes to the sharing percentages (%) between employee/employer on insurance per length of existing contract.

ARTICLE 13

MISCELLANEOUS PROVISIONS

Section 13.1. Job Descriptions. The District maintains job descriptions for all of the job classifications included in the bargaining unit represented by the Association. If the District changes, revises, or modifies any such job descriptions, the District shall provide the Association with a copy of any such changed, revised, or modified job descriptions prior to the effective date. If the District establishes a new or combined job classification that would properly be included in the bargaining unit represented by the Association, the District shall provide the Association with a copy of the job description for such new or combined job classification prior to the effective date.

Section 13.2. Use of Personal Automobile. Reimbursement for the use of a personal automobile for District authorized school business travel shall be set at the current rate established by the Internal Revenue Service. Application for reimbursement shall be submitted on forms provided by the District.

Section 13.3. No Coercion. Neither the District nor the Association will in any way discriminate against, coerce or intimidate members of the Association, the Board or the District's staff in the exercise of such rights as citizens as are appropriate in their respective roles as employees, Board members or District staff, in the course of or by reason of negotiations between the parties, or, in the application of agreements reached, or, because of membership or non-membership in the Association.

Section 13.4. No Partisan Activity. Neither District nor the Association will engage in, support, encourage or condone any activity whatsoever which would calculatedly or knowingly engender or tend to engender partisan action or reaction within the student body.

Section 13.5. Part-Time Employees. Part-time employees who work thirty (30) or more hours per week shall be eligible for the fringe benefits in accordance with the terms and conditions specified in this Agreement on a pro rata basis. Unless otherwise specifically specified in this Agreement, part-time employees who work less than thirty (30) hours per week shall not be eligible for any of the fringe benefits set forth in this Agreement (e.g., holidays, insurance, etc.).

Section 13.6. Labor-Management Committee. At the request of either party, the President of the Association and the Superintendent, or their designees, shall meet at least quarterly to discuss matters of mutual concern. If a situation occurs between quarterly meetings the Association has the right to request an additional meeting but not more than monthly. This Section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement.

Section 13.7. School Closings. If the District decides it is necessary to close schools on a day originally scheduled as pupil attendance days, bargaining unit employees will not report for work on such day. If all of such day(s) are not made up subsequently, no bargaining unit employee shall lose any hourly earnings as a result thereof.

Section 13.8. Subcontracting. While the District retains the right to subcontract work, the District agrees that during the term of this Agreement it will not subcontract any bargaining unit work, which would result in the layoff of any bargaining unit members. Work, which can be performed properly, safely and economically by the District's Employees, will ordinarily be assigned to such employees. The Employer shall have the absolute right to subcontract work where no bargaining unit Employee who would customarily perform the work is laid off as a direct and proximate result of the decision to subcontract.

Section 13.9. Fitness for Duty. If the District believes that a bargaining unit employee is not fit for duty (or fit to return to duty following a leave of absence), the District may require, at its expense, that the employee have a medical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the District. The foregoing requirement shall be in addition to any requirement that an employee provide at his/her own expense a statement from his/her doctor upon returning from sick leave or disability leave. If it is determined that an employee is not fit for duty, the employee may be placed on sick leave, placed unpaid leave if the employee has no sick leave, or the District may take other appropriate action.

Section 13.10. Student Absences. If the student to whom a "one-on-one" employee is assigned is absent, the building principal or designee may, at his or her sole discretion, and upon employee request, permit such employee to have the balance of the work day off without pay, or use a flexible leave day with pay not to exceed three (3) consecutive days at any one time. Use of flexible leave day(s) in this case shall not be used for any time off for which the employee receives remuneration from another source.

Section 13.11. Changed Work Assignments. When the District transfers an employee to another assignment due to the absence of another employee, the District will, where practicable, attempt to utilize an employee from a classroom with multiple assistants rather than from a classroom room with a single assistant.

Section 13.12. Summer School Assignments. If the Board, in its discretion, offers a summer school program, employment opportunities for summer school will be posted at least ten (10) business days after the decision has been made and funding has been secured. Employees desiring employment in the summer school program shall submit their applications on forms provided by the District. Employees who have applied for such summer school positions shall be notified of the action taken regarding their applications as early as practicable. Preference will be given to existing staff. Seniority in the District will govern in making summer school assignments unless it is determined that a less senior employee is more qualified for the same position. In addition, the Association will be provided a list of summer school assignments once all positions have been filled prior to employee notification of hiring.

Compensation for summer school shall be employee's current salary, plus enhancement (if not currently received), per hour for each hour of actual classroom assistance.

Section 13.13. Highly Qualified Status. All Para-Professionals must be at least 20 years of age. The candidate must have an ISBE license that is based upon meeting one of the following four

requirements: a) An associate's degree or better; b) 60 semester hours of coursework; c) A high school diploma or GED and a score of 460 on the ETS ParaPro assessment test; and d) a diploma or GED and a sufficiently high score on the ACT WorkKeys test.

Hall Monitors are exempt from these Highly Qualified requirements. Hall Monitors do not need to be Highly Qualified to fulfill their job responsibilities. However, a Hall Monitor must be Highly Qualified in accordance with the requirements above in order to move into a Para-Professional position.

ARTICLE 14

MANAGEMENT RIGHTS

Except as specifically modified by other Articles of this Agreement, the Association recognizes the exclusive right of the District to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include but are not limited to the following: to establish employment and work qualifications; to schedule and assign work and overtime; to transfer employees; to determine the methods, means, organization and number of personnel by which operations are conducted; to determine whether services are to be provided by employees covered by this Agreement or by other employees or non-employees not covered by this Agreement; to make, alter and enforce rules (including rules governing employee conduct), regulations, orders and policies; to evaluate employees; and to carry out the mission of the District; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE 15

EFFECT OF AGREEMENT

Section 15.1. Entire Agreement. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties. The terms and conditions of this Agreement may be modified by alteration, change, addition to, or deletion only through the voluntary, mutual consent of the parties in a written amendment.

Section 15.2. Waiver. The District and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to, or covered in this Agreement. It is specifically understood by the parties, however, that nothing herein shall prevent the District and the Association from mutually agreeing in writing to modify this Agreement.

Section 15.3. Precedence of Agreement. If there is any conflict between the terms and provisions of this Agreement and the terms and provisions of the District's Educational Support Personnel Employee Manual, the terms and provisions of this Agreement shall prevail.

ARTICLE 16

SAVINGS CLAUSE

If any article, paragraph, sentence or clause is held to be in conflict with any article, paragraph, sentence or clause of existing written procedures found in the District or building handbooks, then articles, paragraphs, sentences or clauses of this Agreement shall supersede. Further, in the event that any article, paragraph, sentence or clause of this Agreement is held to be invalid by law, such article, paragraph, sentence or clause shall be deemed of no effect, but such determination shall not affect any remaining portion of this Agreement.

ARTICLE 17

TERM OF AGREEMENT

Unless otherwise specified herein, this Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect to and including June 30, 2022. It shall be automatically renewed from year to year thereafter unless written notice of desire to terminate, modify, or amend this Agreement is served by either party on the other on or before April 1, 2022 or on or before April 1 in any succeeding year.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Executed this 19th day of November, 2018.

BELVIDERE COMMUNITY UNIT
SCHOOL DISTRICT #100

BELVIDERE EDUCATION SUPPORT
TEAM ASSOCIATION, IEA-NEA

By



By



APPENDIX A
Starting Base Hourly Rates

School Year	Base Annual Hourly Increase	New Starting Rate
18-19	\$.25	\$11.25
19-20	\$.25	\$11.50
20-21	\$.25	\$11.75
21-22	\$.25	\$12.00

APPENDIX B

Additional Work Time Form

Employee Name: _____ **Date:** _____

School/Position: _____

Classroom Teacher: _____

Reason for Additional Work Time:

(additional space on back of form, if necessary)

Employee Signature: _____

NOTE: Forms must be submitted to building principal within 2 school days of when additional time was worked and attached to employee's time sheet.

Classroom Teacher Action:

_____ **Approved** _____ **Denied/Reason** _____

Signature: _____ **Date:** _____

Building Principal Action:

_____ **Approved** _____ **Denied/Reason** _____

Signature: _____ **Date:** _____

Central Office Action

Assistant Superintendent for Student Support Services: (if appropriate)

_____ **Approved** _____ **Denied/Reason** _____

Signature: _____ **Date:** _____

APPENDIX C

Evaluation Form

**Belvidere Community School District #100
Summative Feedback for Para-educators**

Employee:

Position:

Building:

Date:

4-Excellent 3-Proficient 2-Needs Improvement 1-Unsatisfactory

1. Job Knowledge: The employee's knowledge of the procedures and skills necessary to perform his/her job.

_____ 4 Demonstrates comprehensive understanding of the job; consistently retains and displays new skills in job performance.

_____ 3 Displays basic understanding of the job; retains learning and seldom needs training.

_____ 2 Demonstrates minimal understanding of the job; often makes mistakes and sometimes needs retraining.

_____ 1 Lacks understanding of basic job concepts; continually repeats mistakes and requires frequent retraining.

2. Quality of Work: The quality of the work the employee completes to fulfill the job description responsibilities.

_____ 4 Work is consistently complete and error-free; Carries out assigned responsibilities independently.

_____ 3 Work is consistently complete and with minimal errors; Performs job related tasks with minimal supervision.

_____ 2 Work is sometimes incomplete and/or contains errors and requires constant supervision.

_____ 1 Work is frequently incomplete and/or contains excessive errors and requires constant supervision.

3. Adaptability: The employee's ability to respond appropriately to changes or a new situation.

_____4 Consistently able to handle change and perform duties in an exemplary fashion in new and/or unpredictable situations.

_____3 Is able to handle change and perform assigned duties in new situations with minimal time for transition.

_____2 Has difficulty responding to change or new situations without intensive supervisor support and extensive time for transition.

_____1 Unable to function under or respond to any change or new situation.

4. Working Relationships: The manner in which employee interacts with his/her classroom teacher(s) and supervisors.

_____4 Consistently complies with directions and expresses openness to suggestions; works collaboratively to perform job responsibilities.

_____3 Responds to directions or suggestions and works collaboratively to perform job responsibilities.

_____2 Occasionally fails to respond to direction or suggestions and/or does not consistently work collaboratively to perform job responsibilities.

_____1 Unresponsive or resistant to instructions and suggestions and/or fails to work collaboratively to perform job responsibilities.

5. Dependability: The employee's reliability in reporting to work daily, conforming to contracted work hours and counted upon to perform regularly assigned job responsibilities.

_____4 Extremely dependable, accountable and follows thru with directives. When absent alerts classroom teacher and/or office; promptly begins work at scheduled starting times. (including returns from breaks, lunch, etc.)

_____3 Dependable; Is accountable and follows thru with directives; promptly begins work at scheduled starting times. (including returns from breaks, lunch, etc.)

_____2 Less than dependable; struggles with accountability and follow thru with directives and/or occasionally reports late for work. (including returns from breaks, lunch, etc.)

_____1 Not dependable; lacks accountability and follow thru with directives and often absent and/or reports late to work. (including returns from breaks, lunch)

6. Service Excellence: The manner in which employee performs job duties and interacts with fellow employees, parents and students in the district.

___ 4 Employee demonstrates the Standards of Service Excellence to a high degree and is an exemplar for District 100.

___ 3 Employee demonstrates the Standards of Service Excellence consistently with very little exception.

___ 2 Employee has an understanding of the Standards of Service Excellence but has not been able to demonstrate the standards consistently, and needs some redirection.

___ 1 Employee is often rude and unfriendly; poor interaction with others, requiring frequent redirection and/or intervention.

Additional Comments/Goals/Recommendations:

Summative Rating

___ **Excellent** (3 or more Excellent, Remaining Proficient)

___ **Proficient** (No more than 1 Needs Improvement with the remaining Proficient or higher)

___ **Needs Improvement** (2 or more areas are rated Needs Improvement)

___ **Unsatisfactory** (at least 1 Unsatisfactory)

___ **Employee is recommended for continued employment (Overall Rating: Excellent or Proficient)**

___ **Re-evaluation is required prior to the end of the current year. (Overall Rating of Needs Improvement or Unsatisfactory)**

___ **Employee is not recommended for continued employment (Second Evaluation Overall Rating remains Needs Improvement or Unsatisfactory after remediation)**

Employee Comments:

I have had the opportunity to review this evaluation and have received a copy. I understand that the original copy of this evaluation will be placed in my official personnel file. My signature does not necessarily mean that I agree or disagree with the evaluation.

Supervisor Signature

Date

Employee Signature

Date

ADDENDUM

Both parties mutually agree to meet to demand to bargain impact on time clocks if there are going to be any changes regarding any aspect of the time clock which includes working conditions and terms. This agreement expires at the the expiration date of the contract.